

**EXHIBIT A**

Auction Agreement

**NORMAN J. GALLIVAN, INC.**  
**AUCTIONEER ENGAGEMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into as of this 22<sup>nd</sup> day of SEPTEMBER, 2011, by and between Norman J. Gallivan, Inc., an Indiana corporation, whose principal place of business is 5659 W 73<sup>rd</sup> St, Indianapolis, Indiana 46278 (the "Auctioneer"), and JAMES KNAUER, TRUSTEE whose address is 100 MONUMENT CIRCLE, #900, INDIANAPOLIS, INDIANA 46204.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Seller and Auctioneer hereby expressly acknowledges, Seller and Auctioneer agree as follows:

1. Engagement of Auctioneer; Acceptance of Engagement; Discretion of Auctioneer as to Conduct of Sale; No Reserve or Guaranteed Prices. Seller hereby grants to Auctioneer the exclusive right to sell at public auction the goods generally described as OFFICE FURNITURE, ELECTRONICS, ART WORK (an itemized description of which shall be set forth on a schedule of property to be sold, which schedule shall be prepared by Auctioneer in due course) (the "Goods"). The Auctioneer accepts such engagement and agrees to sell the Goods at auction in accordance with the terms of this Agreement. All aspects of the auction, including preparation; advertising; determination of lots; conduct of the sale, including all terms of sale, determination of qualification of bidders, and completion of all matters relating to the auction, shall be solely within the discretion and control of the Auctioneer. Auctioneer shall have the right to take all appropriate actions, in its discretion, to prepare the Goods for auction, including, without limitation, testing, cleaning, improving, reconditioning, moving, and combining or dividing lots; any and all expenses incurred in such efforts shall be reimbursed to Auctioneer in accordance with paragraph 3, below. Auctioneer agrees to use its best efforts to obtain the highest available price for the Goods at the auction; Seller acknowledges, however, that the final sale of any Goods shall not be subject to a minimum or reserve price and that Auctioneer makes no representations or guarantees concerning the price for which any Goods may sell, with the exception that the three beam lines shall be subject to reserve prices as agreed to by Seller and Auctioneer.
2. Sale Date and Location. The auction shall commence on or about TBD, and continue thereafter as such schedule may be determined by Auctioneer. The auction is to be held either online or at the premises located at 135 S. MARKET ST., NEW ALBANY, IN 47150. If the Seller is in control of the premises, Seller agrees to provide the Sale Premises and all necessities related to the use of the Sale Premises, such as power, water, ordinary conveniences, and reasonable access, to Auctioneer cost-free for such period as is necessary to prepare, conduct, and complete the auction. If the Auctioneer is contracting for the premises, Seller agrees to reimburse Auctioneer for all costs associated with the use of the premises as provided in Paragraph 3 below.
3. Compensation and Reimbursement for Expenses; Buyer's Premium; Means of Payment; Escrow.
  - (a) The Seller shall pay the Auctioneer a commission of TEN percent (10%) of the proceeds of the sale as compensation for services to be rendered herein (the "Commission"). Auctioneer shall separately charge and retain a TEN percent (10%) buyer's premium on the gross sales at auction or bulk sale (the "Buyer's Premium") for on-site buyers and a FIFTEEN percent (15%) buyer's premium

on the gross sales at auction or bulk sale (the "Buyer's Premium") for on-line buyers of all goods.

- (b) In addition, Seller agrees to reimburse the Auctioneer for all expenses incurred by the Auctioneer incident and necessary to prepare, conduct, and finalize the auction sale, including, but not limited to, expenses of advertising, labor, cataloging, checkout, transport, and related attorneys' fees (collectively, the "Auction Expenses"). Auctioneer estimates the Auction Expenses to be FOUR THOUSAND dollars (\$4,000.00). However, the following expenses are specifically excluded from this estimate: the cost of utilities, garbage disposal or collection, building clean-up, moving costs, repairs, credit card discounts, rent, personal property taxes, UCC research and compliance expenditures, collection costs, and related attorneys' fees (collectively, the "Additional Expenses").
  - (c) At the completion of the auction, the Auctioneer shall furnish to the Seller a final statement, including an itemized list of all Auction Expenses and Additional Expenses, a complete listing of Buyer information, all Goods sold and the sale price obtained for each item or lot.
  - (d) Within fourteen (14) days after completion of the auction, Auctioneer shall remit to Seller the proceeds of the auction less all amounts due the Auctioneer pursuant to this Agreement, including the Commission, Buyer's Premium, Auction Expenses, and Additional Expenses.
  - (e) Any money required to be held in escrow shall be deposited in an escrow account controlled by Norman J. Gallivan, Inc. at Regions Bank, Indianapolis, Indiana.
4. Seller's Title to Goods. Seller warrants that Seller has full authority to sell all Goods identified herein and on any attached schedules. Seller will make all necessary documents of title available a minimum of three working days prior to the scheduled date of the auction. Seller warrants that its title to the Goods is free and clear of liens, with only those exceptions as Seller shall disclose in writing to Auctioneer.
  5. No Prior Transfer of Property. [deleted].
  6. Agency of Auctioneer; Bill of Sale. Auctioneer is hereby engaged by the Seller as the agent of the Seller for purposes related to the subject auction. The Auctioneer shall have authority to execute bills of sale to purchasers at the auction, and to receive, demand, and collect auction proceeds. Auctioneer is not responsible for the failure to collect any amounts due from buyers, except to the extent that any goods are released to a Buyer in which case the Auctioneer shall pay Seller for the auction sale price of the Goods, less any uncollected commission.
  7. Risk of Loss. Seller assumes all risk of loss to Goods until delivery to buyer. Auctioneer will not be held responsible for fire, theft, vandalism, or other losses. Seller shall, at Seller's sole expense, keep articles insured until delivery to buyer and, at Auctioneer's request, shall provide Auctioneer with proof of insurance sufficient in coverage.
  8. Auctioneer's Remedy Upon Seller's Breach of Agreement. If the Seller fails to comply with the terms and conditions of this Agreement or fails to carry out any provision of this Agreement to be performed, the Seller shall pay to Auctioneer (a) all of the Auctioneer's expenses incurred through and including the date the Seller's breach became known to Auctioneer, plus (b) an amount equal to the Commission and Buyer's Premium the Auctioneer would have earned, but for the Seller's breach of this

Agreement, had all Goods been sold at auction, based on the appraised fair market value of the Goods.

9. Collection of Sales Taxes. Auctioneer agrees to collect sales tax as required under state law and remit such sales tax to the state, but shall not be responsible for the failure to collect any amounts due.
10. Indemnification of The Parties. Both Parties agree to completely indemnify and hold each other harmless from any loss, casualty, or liability, including all attorneys' fees, costs, expenses, settlements, and judgments, incurred by or threatened by any third party, including governmental parties, from any claim occasioned by the acts or omissions of the other, whether or not suit is actually filed, on any grounds.
11. Integration Clause. There are no representations, agreements, or conditions relating to the subject matter hereof other than as expressly set forth in this contract which contains the entire agreement between the parties. Seller acknowledges that no oral representations or warranties have been made by Auctioneer or by any of Auctioneer's agents or employees. No amendment or modification of the terms hereof shall be effective except in writing, and signed by both Auctioneer and Seller.
12. Jurisdiction and Venue; Choice of Law. In any action concerning this Agreement, Seller and Auctioneer agree that the state and federal courts of the State of Indiana shall have jurisdiction and venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding its conflict of laws provisions.

SELLER: JAMES KNAUER, TRUSTEE

EASTERN LIVESTOCK CO., LLC

By: 

AUCTIONEER:

Norman J. Gallivan, Inc.

By: 

*Norman J. Gallivan Pres.*